

REQUESTED BY  
AND AFTER RECORDING RETURN TO:  
Richard J. Abbondanza, Esq.  
Hopkinson, Abbondanza & Backer  
511 Congress Street, Suite 801  
Portland, ME 04101

(4)

**NO TRANSFER  
TAX PAID**

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### WARRANTY DEED

**THIS INDENTURE WITNESSETH**, that PAUL J. MITCHELL, SR., (aka PAUL J. MITCHELL) ("Grantor"), of Kennebec County, in the State of Maine, CONVEYS AND WARRANTS to PAUL J. MITCHELL, SR., and YVETTE C. MITCHELL, Trustees, or their successors in trust, under the PAUL J. MITCHELL, SR., LIVING TRUST dated August 25, 2004, and any amendments thereto, of Kennebec County, Maine, for valuable consideration, the receipt of which is hereby acknowledged, with Warranty covenants, a portion of certain real estate in Kennebec County, in the State of Maine, described as follows in a deed from Merton M. Levine and Irene Levine to Paul J. Mitchell, which deed was dated September 28, 1973, recorded in the Kennebec County Registry of Deeds, on October 1, 1973, in Book 1679, Page 216:

#### PARCEL ONE

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A certain lot or parcel of land situated in Waterville, County of Kennebec, and State of Maine, bounded and described as follows, to wit:

Beginning in the westerly line of the West River Road, so-called, and at the southeast corner of land of Ezra S. Lunn; thence on a compass bearing of north sixty degrees no minutes west (N 60° 00' W) and along said Lunn's southerly line a distance of eight hundred twenty (820) feet to an iron rod in a drilled hole in a boulder; thence on a compass bearing of south twenty-one degrees forth-eight minutes west (S 21° 48' W) a distance of one thousand seventy-four and seven tenths (1074.7) feet to an iron pin; thence on a compass bearing of south sixty degrees east (S 60° E) in the north line of land now or formerly of Leo Compagnon a distance of five hundred sixty-one (561) feet along said

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Compagnon's north line to the west line of said West River Road, so-called; thence in a northerly direction and along the westerly line of said West River Road, so-called, to the point of beginning.

The above described premises are conveyed subject to a perpetual easement and right of way, in common with Grantees and others, over two parcels of land for vehicular and pedestrian ingress and egress, location and placements of utility and water poles, lines and pipes and maintenance and repair of the same to service any and all of the premises westerly of the above premises, said parcels which are subject to said easement and right of way being described as follows:

A strip of land fifty (50) feet in width extending from the aforesaid West River Road to the easterly line of the premises described below as Parcel Two, the center line of which strip is three hundred twenty-five (325) feet southerly of and parallel with an extension easterly of the second course described in Parcel Two below.

Also a second strip of land fifty (50) feet in width extending from the westerly line of the West River Road to the easterly line of the premises described in Parcel Two below which fifty (50) foot strip has a center line which is eight hundred seventy-five (875) feet southerly of and parallel with the aforesaid extension easterly of the second course described in Parcel Two below.

#### PARCEL TWO

Also another certain lot or parcel of land situated in said Waterville, bounded and described as follows, to wit:

Beginning at an iron pin in the northerly line of land now or formerly of Leo Compagnon, said iron pin located five hundred sixty-one (561) feet, more or less, on a compass bearing of north sixty degrees no minutes west (N 60° 00' W) of said Compagnon's northeasterly corner; thence on a compass bearing of north twenty-one degrees forty-eight minutes east (N 21° 48' E) a distance of one thousand seventy-four and seven tenths (1074.7) feet, more or less, to an iron rod in a drilled hole in a boulder; thence on a compass bearing of north sixty degrees no minutes west (N 60° 00' W) a distance of five hundred (500) feet, more or less, to an iron pin; thence on a compass bearing of south forty-eight degrees three minutes west (S 48° 03' W) a distance of one thousand one hundred eighteen and forty-five one hundredths (1118.45) feet, more or less, to an iron pin in said Compagnon's northerly line; thence on a compass bearing of south sixty degrees no minutes east (S 60° 00' E) in said Compagnon's

northerly line a distance of one thousand (1000) feet, more or less, to the point of beginning.

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PARCEL TWO and said easement and right of way above described are made subject to a mortgage of even date given by the herein mortgagor to Hamilton Investment Trust the principal amount of which is \$1,750,000.

### PARCEL THREE

Also another certain lot or parcel of land bounded on the west by land owned by the City of Waterville and being part of the airport; on the south by land now or formerly of Leo Compagnon; on the east by the westerly bound of the parcel of land described as PARCEL TWO in this conveyance; and on the north by land now or formerly of Ezra S. Lunn.

The above recited easement and right of way are for the benefit of and shall run with Parcel Two herein and any buildings and improvements situated thereon.

Also hereby granting and conveying to the Grantees, their heirs, successors and assigns, a perpetual right of way and easement in common with Grantees and others, over two certain strips of land described hereafter for vehicular and pedestrian ingress and egress, location and placements of utility and water poles, lines and pipes and maintenance and repair of the same to service any and all of the premises covered by this deed to and from the West River Road servicing PARCELS ONE and THREE above described. Said two strips of land are a continuation of easements on Parcel One and run east-west and are located as is shown on a plan dated February 16, 1972, prepared by Richard J. Carey, reg. land surveyor, to be recorded in Kennebec County Registry of Deeds herewith.

Excepting from the above-described conveyance PARCEL ONE, which has been sold.

This conveyance is subject to all restrictions, easements and encumbrances of record.

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IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 20<sup>th</sup> day of May 2005.

Grantor: Paul J. Mitchell Sr.  
PAUL J. MITCHELL, SR.

Received Kennebec SS.  
06/03/2005 8:37AM  
# Pages 4 Attest:  
BEVERLY BUSTIN-HATHEWAY  
REGISTER OF DEEDS

STATE OF MAINE )  
 ) SS:  
COUNTY OF CUMBERLAND )

Before me, a Notary Public in and for said County and State, personally appeared PAUL J. MITCHELL, SR., who acknowledged execution of the foregoing Warranty Deed to be his free act and deed.

WITNESS my hand and notarial seal this 20<sup>th</sup> day of May 2005.

Richard J. Abbondanza  
RICHARD J. ABBONDANZA - NOTARY PUBLIC

My Commission Expires: May 6, 2011  
RICHARD J. ABBONDANZA  
Notary Public, Maine  
My Commission Expires May 6, 2011

SEAL

This instrument prepared by Richard J. Abbondanza, attorney, Hopkinson Abbondanza & Backer, 511 Congress Street, Suite 801, Portland, Maine 04101, (207) 772-5845

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